

PROPERTIES COMMITTEE MEETING

TUESDAY, DECEMBER 22, 2009

The meeting of the State Properties Committee was called to order at 10:08 a.m. by Chairman Kevin M. Flynn. Other members present were Robert Griffith representing

the Rhode Island Department of Administration; Richard Woolley and Genevieve

Allaire-Johnson representing the Rhode Island Department of Attorney General;

Mr. Robert W. Kay and John A. Pagliarini, Jr., Public Members; and Xaykham Khamsyvoravong representing the Rhode Island Office of the General Treasurer, Ex-officio Member. Others in attendance were Anthony Paolantonio from the Rhode Island House of Representatives; Meredith Pickering from the Rhode Island Senate Fiscal Office; Mike Sigar from the Rhode Island Office of the General Treasurer; Joseph Solomon from the Rhode Island Office of House Policy; John Faltus, Steve Wright, Robert Parquette and Mary E. Kay from the Rhode Island Department of Environmental Management; Paul Grenon and Thomas Martin from the Rhode Island Department of Mental Health, Retardation and Hospitals; Jane Morgan from the Rhode Island Executive Office of Health and Human Services; Director Michael Lewis, Annette Jacques, David Coppotelli, Colleen Kerr, Richard Kalunian, Lisa Martinelli, Robert Jackson and Gilbert Bricault from the Rhode Island Department of Transportation; Kenneth Burke from the Rhode Island Water Resources Board;

Michael D. Mitchell Noreen Shawcross and Ara Getzoyan from the Rhode Island Department of Administration; Geri LeBeau and Peg Keenan from Mental Health Consumer Advocates/Providence-Oasis; and Philip Marcelo from the Providence Journal.

Chairman Flynn noted for the record that the State Properties Committee did have a quorum present.

ITEM A – Department of Environmental Management – A request was made for approval to negotiate a new Music Festival License Agreement with Mr. George Wein for the continued presentation of the Folk and Jazz Festivals at Fort Adams State Park. Mr. Faltus reminded the Committee that last year, the Department of Environmental Management (the “Department”) received approval for a one (1) years License Agreement with Mr. George Wein and his reorganized company, Festival Productions, for the presentation of the Folk and Jazz Festivals for the 2009 season at Fort Adams State Park in the City of Newport. As a result of Mr. Wein’s reorganization and the success of the festivals, he wishes to continue to present said festivals in the future. Mr. Wein recently approached the Department regarding commencing negotiations for a new multi-year License Agreement. Therefore, Mr. Faltus, on behalf of the Department, respectfully requests the approval of the State Properties Committee to commence said negotiation with Mr. Wein for the continued presentation of the Folk and Jazz Festivals at Fort Adams State Park in the City of Newport. Mr. Griffith asked Mr. Faltus to elaborate on his statement regarding the success of the festivals during the 2009 season. Mr. Faltus explained that Mr. Wein was

concerned about the initial lack of sponsorship and that he was going to have to cover most of the expenses personally; however, the announcement of Pete Seeger as part of the Folk Festival's line up, resulted in some positive financial results. At the last minute, Mr. Wein obtained some corporate sponsorship for the Jazz Festival, which helped to underwrite some of his cost although he still suffered a loss on the Jazz Festival. However, the State of Rhode Island realized in excess of \$180,000 in revenue as a result of the festivals. Therefore, Mr. Faltus believes the festivals continue to be successful events for the State and is not aware of any other event that has brought in \$180,000 at Fort Adams State Park over the course of four (4) days. Mr. Griffith noted that last year there were some issues involving the vendors not receiving proper payment in a timely manner. Mr. Faltus indicated that any and all the issues and/or complaints from the event's vendors involved the now defunct Festival Network. Mr. Faltus stated that no problems or complaints whatsoever were lodged or associated with Mr. Wein's participation in the presentation of the festivals. Mr. Faltus also stated that Sail Newport, the Fort Adams Trust and everyone else associated with the festivals, to his knowledge, were paid for their services in a timely manner from the festivals in 2009. Mr. Kay asked what the anticipated term of the new license agreement is. Mr. Faltus indicated that the length of the agreement's term is certainly subject to the future negotiations; however, in the past, the parties have negotiated either three (3) or five (5) year license agreements. Mr. Faltus explained the License Agreement by and between the Department and Festival

Network was a five (5) year Agreement with an option to renew for an additional five (5) years; however, as a result of Festival Network's default of the terms and conditions of said License Agreement, it was terminated after the end of the first year by the Department of Environmental Management. Mr. Faltus informed the Committee that Mr. Wein is in his early 80s, and is diligently seeking a means of ensuring the continued presentation of the Folk and Jazz Festivals. Mr. Faltus stated that Mary Kay, Acting Chief Counsel for Department, is here with him today and will be involved with the negotiations, but Mr. Faltus anticipates that the Department will enter into either a three (3) or five (5) year license agreement. A motion to approve was made by Mr. Woolley and seconded by Mr. Griffith.

Passed Unanimously

ITEM B – Department of Transportation – A request was made for approval to go out to public bid to solicit bids for a five (5) year concession contract for the operation, management and collection of parking fees for the following State-operated beaches:

- 1. Scarborough North and Scarborough South State Beaches in the Town of Narragansett; and**
- 2. Captain Roger W. Wheeler State Beach in the Town of Narragansett; and**
- 3. Salty Brine State Beach in the Town of Narragansett; and**
- 4. East Matunuck State Beach in the Town of South Kingstown; and**
- 5. Charleston Breachway in the Town of Charleston; and**
- 6. East Beach State Beach in the Town of Charleston; and**

7. Misquamicut State Beach in the Town of Westerly.

Mr. Faltus explained that the Department is seeking approval for a new concession contract for the operation, management and collection of parking fees for the above-referenced State beach, which is something the Department has not previously done. Mr. Faltus stated that the Department has relied heavily upon seasonal employees and full-time personnel to oversee the management and operation of the State's beaches. As the Committee is aware, the Department is responsible for collecting the parking fees, issuing the season passes and again relies heavily on seasonal employees to perform said duties. Mr. Faltus noted that with the reduction of resources that the Division of Parks and Recreation has experienced with each successive cycle, The Department believes it may be prudent to consider putting a concession contract for the operation of the facilities out to bid to professional parking companies. Mr. Faltus and Mr. Wright apologized to the Committee and Mr. Faltus explained that the Department usually provides a set of specifications to the Committee well in advance of the presentation of such a request. However, Mr. Wright was preparing the draft specs right up until yesterday afternoon. The Department would like to go out to public bid through the Division of Purchases for the operation of the parking facilities at State beaches. Mr. Faltus advised the Committee that either he, Mr. Wright or Mr. Parquette will be happy to address any questions and/or concerns the Committee may have relative to this proposal. Mr. Pagliarini asked if the Department is seeking to

privatize this operation. Mr. Faltus stated that would be a fair statement. Mr. Pagliarini stated that he is concerned that the Department is going to be negotiating the terms and conditions of a long term concession contract during a downturn in the State's economy. He is also concerned that the Department may not be able to determine a fair and equitable fee for said services at this time based upon the State's current economic situation. Therefore, Mr. Pagliarini stated that he is hesitant to approve a contract with a term of more than one (1) year. Mr. Pagliarini noted that the State of Rhode Island will soon elect a new governor who may see things differently and the approval of a five (5) year contract would in effect tie that administration's hands relative to this issue for an entire term. As way of background, Mr. Faltus explained that over the past ten (10) years the Department has invested heavily in improved equipment for the collection of entrance fees to the beaches to improve accountability. The Department entered into maintenance and service contracts to help ensure the uninterrupted operation of said equipment. The Department has also invested in internet connections all of which have been sizeable investments. Mr. Faltus stated that to Mr. Wright's credit, he has worked diligently to continue to maintain the current system. However, the Department is now at a crossroads, either we continue to invest in our own equipment and systems, or we look to engage a private contractor. Mr. Faltus stated that to enter into a concession contract for a term of only one (1) year would certainly not be in the best interest of any contractor because of the initial investment the contractor has to make in terms of

purchasing improved equipment. Another major consideration relating to the State's beaches is the weather; whether the State of Rhode Island is operating the beaches or they are being operated by a private contractor, if the weather is cooperative then both the State and the contractor will be successful. Mr. Faltus reiterated that it would not be advantageous for any contractor to bid on a one (1) year contract in view of investments made in the infrastructure and equipment necessary to operate a revenue system. Mr. Pagliarini stated that with regard to this request he is either going to vote for or against its approval as there has been no mention of any compromise. Mr. Faltus stated that is a decision that the Committee will have to make. Mr. Faltus noted that since 1999, the Divisions of Parks and Recreations has undergone significant reductions in resources. The Division has gone from 119 employees down to 45 employees. Those 45 employees are responsible for operating all of the State's parks, beaches and campgrounds. The Division either needs additional resources or it has no choice but to consider contractual services. Mr. Pagliarini asked how many seasonal employee the Division hires for the duties related to the operation of the beaches. Mr. Wright provided the Committee with a breakdown of the seasonal employees at each location, which are responsible for the collection of fees. Mr. Faltus indicated that the cost for seasonal employees is minimal as they are not entitled to receive the salary and benefits that full-time employees receive. Mr. Faltus emphasized that anyone who has ever dealt with seasonal help understands that from one year to the next you can never be certain of the caliber of

the employees that you will be putting in booths and entrusting with thousands of dollars in fees per day. Therefore, it is imperative to have an adequate number of supervisory personnel to oversee each location to ensure that it is operating efficiently and to minimize losses to the State of Rhode Island as a result of theft or fraudulent behavior on the part of the seasonal employees. Mr. Faltus noted that not having adequate full-time staff is currently one of the major problems associated with the operation of State beaches and parks. Mr. Wright indicated that gratefully the Department has minimized the incidents of embezzlement over the years via its investments in new and more advance equipment; however, there is always a potential risk of them with any system. Mr. Wright addressed Mr. Pagliarini's comment regarding the economic downturn and indicated that because of the popularity of the State beaches even in view of the tremendously uncooperative weather condition last season, the State continues to average approximately \$2.3 million dollars in revenue per year for the last three years. Mr. Wright noted that the season pass sales are responsible for much of that revenue. Mr. Wright indicated that the State has been averaging the same amount of season pass sales for the past fifteen years. Mr. Wright believes that the downturn in the economy has actually helped the State beaches as families are opting to remain local as opposed to traveling out of state for vacations. Mr. Kay asked if it would be possible for a member of the Division of Parks and Recreation to continue to be involved to some degree in the management of the State beaches. Mr. Wright once again apologized for failing to provide the Committee with the

specifications, but it is tremendously time consuming to prepare something that the Division felt would be strong enough in language to be able to put out to bid. Mr. Wright stated that the specifications include language that provides for a member of the Divisions of Parks and Recreation, most likely himself, to be engaged in the process from the beginning as he has been extremely involved with the entrance system for State beaches since 1990, and over the years has acquired knowledge regarding the system's operation, the training of staff and has acquired the ability to accurately project the amount of probable income. Mr. Wright indicated that the Division will be involved in educating those individuals who will be responsible for training support staff. Mr. Griffith asked if there has been any discussion at all about privatizing the hiring in the supervision of the lifeguard staff. Mr. Faltus indicated that there has been no discussion in that regard; currently those duties fall to Department of Environmental Management employees. Mr. Faltus indicated that Department has not considered privatizing the supervision of lifeguard services. Mr. Griffith indicated that he would be extremely concerned about that matter. Mr. Faltus indicated that he would be extremely concerned as well due to the fact that he is heavily involved in that particular process. Mr. Pagliarini noted that the Division of Parks and Recreation's staffing cost is currently less than five (5%) percent of your total revenue and asked what is actually the driving force behind this proposal. Is it that the Division does not have adequate full-time man power to oversee the part-time seasonal employees? Mr. Faltus indicated that is certainly part of the problem.

Mr. Parquette stated that the Division is nearing the expiration of a contract with the company that maintains the equipment. As Mr. Faltus previously stated, we are at a crossroad and we enter into a new contract, purchase new equipment for all the entrance booths to ensure that the Division can accurately monitor fees and maintain accountability. Mr. Pagliarini asked what the estimated cost for the updated equipment is. Mr. Wright stated that there are several options including the outright purchase of equipment. However, five (5) years ago the Division invested approximately \$500,000 for equipment that is utilized for approximately one hundred (100) days per year. In order to keep abreast of the ever changing and improved technology, the Division needs to reinvest in new equipment at an expense of between \$250,000 and \$500,000 depending on the quality and what technical options are chosen. There is also the cost of setting up the equipment at the commencement of the season and the cost of properly storing the same to be considered. Mr. Wright explained that the initial investment to purchase the equipment is the motivation and/or rational behind offering at least a five (5) year contract. Mr. Faltus noted that one of the problems with investing in any type of sophisticated system does go back to the full time help. It is not just the cost in acquiring the equipment, but also the cost of the day to day maintenance. A part-time seasonal beach employee cannot be responsible to ensure the uninterrupted operation of said equipment nor will he/or she have the required knowledge or training necessary to properly repair the equipment in the event of a malfunction. Therefore, if any of the electronic equipment breaks

down, a full time park supervisor to travel to the location and assess the situation and if you are running multiple lanes at various facilities with heavy traffic on a hot busy Sunday and you experience equipment failure with only one employee capable of resolving the problem, the situation can quickly become chaotic because you cannot be in more than one place at one time. Mr. Faltus reiterated that it is not just a matter of the initial upfront cost; it is the cost that is involved in the day-to day operation of the system. Mr. Pagliarini asked if the Division has not any exploration into the amount of revenue realized under a five (5) year contract. Mr. Wright reiterated that currently the Division is averaging \$2.3 million dollars per year. Mr. Wright stated that when the Committee had an opportunity to review the specs although it is not the practice of the Division to articulate what we are receiving in revenue; however, at the mandatory pre-bid that information will be disclosed as potential bidders need to have knowledge of the revenue realized for at least the last two (2) years. Mr. Wright state that the Divisions initial thought process in discussions with contractor is that the Division is looking for at least a minimum of \$2 million dollars per year and there will be a performance bond related to that estimate. The Division is also seeking the possibility of a share in profit for revenue in excess of \$2.5 million. Chairman Flynn stated that the Division would be willing to return to the Committee with the results of the bid process. Mr. Wright stated the Division looks forward to returning to the Committee with the results of the bid. Chairman Flynn asked if it is possible that smaller companies could bid on one or two of the

locations. Mr. Wright stated that would be unrealistic; the Division needs one company that would take all seventeen lanes and they would be responsible for the communication costs as each one of the lanes currently has Cox Communication Internet access and that is costing the Division approximately \$3,000 per year and the selected contractor would recover those cost as well so it is his opinion that it would need to be one company. Selecting one company would also assist in the consistency of training employ as well as other issues. Mr. Kay suggested that the State of Rhode Island be named as an additional insured on the insurance coverage policy. Mr. Wright assured the Committee that the State of Rhode Island will absolutely be named as an additional insured. Mr. Griffith asked if the Division has conducted a survey of daily, weekday, weekend and seasonal rate for public beaches up and down the coast. Mr. Parquette indicated that he collected said information for nearly all of New England and the Division has assessed all our fees and submitted a proposal and it is currently in the hands of the powers that be. Mr. Parquette stated that at this point the Division is not moving forward with fee increases. Mr. Griffith asked if the proposed the State of Rhode Island enough flexibility to increase the fees during course of the contract. Mr. Wright indicated that the State of Rhode Island has the right to increase fees during the course of the contract. Mr. Pagliarini asked whether in your exploration of technology would the successful vendor maintain the same number of seasonal employees or do you anticipate they will be able to function with fewer. Mr. Wright indicated that with

seventeen (17) lanes open, employees will be working different schedules and hours of the days because all of the facilities are open from 9:00 a.m. until 6:00 p.m. with the exception of Salty Brine State Beach, which is open from 8:00 a.m. to 4:00 p.m. so there will have to be some flexibility, which will require the vendor to employ approximately the same number of seasonal employees; however, the contractor will make that decision. Mr. Wright stated that the present equipment does not allow for the use of debit and credit cards, which in today's society is a necessary function. A motion to approve was made by Mr. Griffith and seconded by Mr. Woolley. Motion fails with two (2) votes "Aye" and three (3) votes "Nay".

Three (3) Votes "Nay"

Mr. Woolley

Mr. Kay

Mr. Pagliarini

Two (2) Votes "Aye"

Mr. Griffith

Chairman Flynn

Under discussion, Mr. Woolley suggested that perhaps the item could be tabled to a future meeting of the State Properties Committee to allow the Committee an opportunity to review the voluminous material provided by the Division. Chairman Flynn noted that there

would be no issue in having the Department return to the Committee for the reconsideration of the request at the next meeting. The Committee agreed with the recommendation of Chairman Flynn.

ITEM C – The Department of Environmental Management – A request was made for approval of and signatures on Amendment No. 2 to the Access Agreement to continue the remedial investigation and feasibility studies for the Peterson/Puritan Superfund Site. Ms. Kay presented the Committee with the EPA description of the types of activities taking place at the Superfund Site, which includes water testing, soil testing and remediation of the Peterson/Puritan Superfund Site that abuts the Blackstone Bikeway. Amendment No. 2 simply extends the term of the Access Agreement from December 31, 2009, through December 31, 2014, to allow the responsible party, the EPA and the contractors to continue the work at the site. The parties coordinate with the Department of Environmental Management, Division of Parks and Recreation for access across the Bikeway. Ms. Kay stated that there have not been any problems associated with the site whatsoever. A motion to approve was made by Mr. Pagliarini and seconded by Mr. Woolley.

Passed Unanimously

ITEM D – Department of Administration /Board of Regents for Elementary and Secondary Education – A request was made for approval of and signatures on a Utility Easement Agreement by and between the Department of Administration /Board of Regents for Elementary and Secondary Education and Verizon New England, Inc. (“Verizon”) to allow Verizon to provide the Rhode Island School for

the Deaf with the necessary data and telephone lines. Mr. Getzoyan thanked Mr. Woolley of the Department of Attorney General and Mr. Mitchell from the Department of Administration's Legal Division for the prompt attention and approval of the Utility Easement Agreement.

Mr. Getzoyan stated that the Agreement will allow Verizon access to relocate a couple of utilities from private property onto to property owned by the State of Rhode Island at the Rhode Island School for the Deaf. Mr. Getzoyan explained that the subject request is actually a continuation of the request that came before the Committee two weeks ago for approval of an Easement Agreement with National Grid USA. A motion was made to approve by Mr. Woolley and seconded by Mr. Griffith.

Passed Unanimously

ITEM E – Department of Mental Health, Retardation and Hospital – A request was made for approval of and signatures on a Lease Agreement by an between the Department of Mental Health, Retardation and Hospital (“MHRH”) and Mental Health Consumer Advocates of Rhode Island Inc. for purposes of leasing a facility located at 1460 Douglas Avenue in the Town of North Providence to be utilized as a homeless shelter. Ms. Morgan clarified that the description contained in Lease Agreement is not accurate; this facility is not a homeless shelter per se, but rather transitional housing for women who are identified as individuals in need of diversion from the traditional shelters. The residents will be identified by Oasis, which is a provider of the MHRH. Oasis is a drop in center for individuals with behavioral health issues who need

housing immediately and assistance to prevent long term homelessness. Mr. Pagliarini indicated that Ms. Morgan's clarification of the description is an extremely important distinction for local zoning purposes. Mr. Griffith asked if the residents are free to come and go from the facility or are there some restrictions. Ms. Morgan indicated that during the daytime hours, the residents will engage in some kind of treatment at Oasis to address the issues, which will eventually lead back to long term homelessness if the residents do not change certain of their behaviors. Mr. Grenon indicated that while being reviewed for admission into the facility, the applicants are informed that they are required to be involved in some sort of treatment program before being considered for admission. Mr. Griffith asked if the residents are restricted to the facility at night. Ms. Morgan stated that the facility is staffed and the residents are restricted to the facility at night. Mr. Le Beau noted that the resident's are closely supervised from 10:00 p.m. through 6:00 a.m. However, Mr. Le Beau stated that the resident's are often seeking gainful employment and are allowed to work while residing at the facility. The mission of the program is to provide these at risk individuals an opportunity to situate their lives by first providing housing and then having them engage in available services so that they can continue to progress to independent living. Mr. Le Beau stated that most individuals will stay at the facility on a short term basis, usually a three (3) to six (6) month period of time for people to get on their feet and save some money. Mr. Le Beau stated that the program has been both effective and successful at other places and the individuals have

been able to save some money and obtain their own apartments as the next step in their journey. Mr. Pagliarini noted that this program is identical to the services provided to homeless veterans by Operation Stand Down. The veterans are allowed to reside in transitional housing for approximately 6 to 9 months in order to get re-acclimated back into the community and then go off and find their way; hopefully very successfully. Mr. Pagliarini asked if there is any fee assessed to the resident, perhaps a percentage of their income whether it come from disability/unemployment benefits or employment income. Mr. Le Beau indicated that a charge of thirty (30%) percent of the resident's income is assessed. Mr. Pagliarini assumed the facility is located in a neighborhood setting given its located on Douglas Avenue in the Town of North Providence. Ms. Morgan stated that the facility is located in the middle of the parking lot of the Lowe's store. Ms. Morgan indicated that the MHRH attempted to sell the former group home; however, it is not all that attractive of a property. Mr. Pagliarini asked if the background checks are part of the resident's admissions process. A representative of Oasis indicated that BCI checks are conducted from time to time. Mr. Kay asked that the phrase "from time to time" be clarified. Ms. Morgan stated that the Committee should be aware that very often homeless individuals tend to have some form of criminal record and that is one of the reasons they are unable to obtain Section 8 Housing. Ms. Morgan stated that Oasis is a very diligent and experienced provider and the Department is confident that they will use its best discretion in admitting any individual with an

extensive and/or violent criminal history or anyone who they feel does not appropriately meet the criteria requirements for placement at this facility. Mr. Pagliarini stated that he is very familiar with Operation Stand Down of Rhode Island and enthusiastically support these types of programs; his only concern is that the proper mechanics are in place so that the State does not later find out too late that a resident has a prior criminal record for very offensives and/or sexual crimes. The Committee as well as the State of Rhode Island has a responsibility and a duty to protect the residents that share their neighborhood with these facilities and their residents. Mr. Pagliarini assumes that the use of unlawful drugs and/or alcohol by the residents and staff is strictly forbidden. Mr. Le Beau stated that the rules regarding drugs and/or alcohol are very specific and strictly enforced. If an individual has substance abuse issues of any kind, they are required to be involved in a treatment program to address those issues prior to being allowed to reside within the facility. A motion to approve was made by Mr. Woolley and seconded by Mr. Pagliarini.

Passed Unanimously

ITEM F – Department of Mental Health, Retardation and Hospital – A request was made for approval of and signatures on a Quitclaim Deed conveying State-owned property located at 504 Gaskill Street in the City of Woonsocket. Ms. Morgan indicated that she has appeared before the State Properties Committee regarding this property on several occasions. Ms. Morgan explained that this property for all intents and purposes is no more than an inhabitable liability and

“attractive nuisance” to the State of Rhode Island. Ms. Morgan noted that save the Homestead Group, the property would have to be demolished at significant expense to the State in the area of \$20,000. Ms. Morgan explained that the Homestead Group has agreed to takeover the subject property and invest approximately \$300,000 of its own money to renovate and rebuild the property to be utilized as housing for individuals with disabilities. Ms. Morgan state that Chris Gadoids of the Homestead Group is here today to address and concerns and/or answer any questions the Committee may have relative to this transaction as well as the program itself. Ms. Morgan indicated that for purposes of the State of Rhode Island and the MHRH this arrangement alleviates tremendous liability due to the condition of the structure. There is no electricity or other utility services provided to the property. The property is simply a boarded up fire hazard making the State of Rhode Island is being a very poor neighbors to the residents of the surrounding community. Mr. Pagliarini stated that he remembers this property previously coming before the Committee and the Homestead Group indicated that it was at peril with regards to the zoning issue and asked if they have resolved any of these issues in the regard. Ms. Gadbois indicated that the Homestead Group has been waiting to see whether the State Properties Committee would approve the transfer of the property to the Homestead Group prior to taking any action with the City of Woonsocket. Mr. Woolley stated for the record that the Quitclaim Deed does not contain a reverter clause in the event that the Homestead Group fails to fulfill its obligations regarding the property.

Therefore, if the Homestead Group decides to sell the property, the State of Rhode Island does not have a right of first refusal, but under circumstances, Mr. Woolley believes the absence of a reverter clause is acceptable. A motion was made to approve by Mr. Pagliarini and seconded by Mr. Kay.

Passed Unanimously

A motion was made to the remove Item E1 regarding the Wickford Junction Train Station/South County Commuter Rail Project from the Executive Session and place it in the regular session portion of the meeting as well as to hear said item out of sequence by Mr. Griffith and seconded by Mr. Pagliarini.

Passed Unanimously

ITEM E1 – Department of Transportation – A request was made for approval of and signatures on a Transmit Easement Agreement, Drainage Easement Agreement and Access Easement Agreement together with authorization to acquire certain parcels of land in conjunction with the Wickford Junction Train Station/South County Commuter Rail Project. Director Lewis stated that he wished to provide the Committee with a very brief background regarding why these easement are important and would gladly address any questions and/or concerns of the Committee relative to project, the easements or any components thereof. Director Lewis explained that the Wickford Junction Train Station is part of an overall plan that has been in the works for the better part of a decade and a half to extend the commuter rail south of Providence. The present parameter of the commuter rail operations from MBTA in Boston presently terminate in

Providence. The South County Commuter Rail Project extends that parameter twenty (20) additional miles to the south including a stop at T.F. Green Airport at Warwick Intermodal Station and with regard to Phase I termination at the Wickford Junction with a parking garage with available parking for 1,100 vehicles, which is the subject of the easements that the Department is addressing today. The Department is also involved in a study for the potential extension of the commuter rail further to the south. Director Lewis stated that utilization of that resource a much more important piece of the State of Rhode Island's future transportation puzzle. However, today the Department wishes to talk about the piece of the puzzle, which is the Wickford Junction Easements and as they relate to the building of a 1,100 car parking garage, station and rail platform. The Warwick Intermodal Station Project is ongoing and is scheduled to be operational by the fall of 2010. Director Lewis stated that with regard overall South County Commuter Rail the big generator of trips is the Wickford Junction Train Station with approximately eighty (80%) percent of the trips coming from the Wickford Junction Train Station and approximately twenty (20 %) percent coming from the Warwick Intermodal Station. The proposed location of the parking garage is off of Ten Rod Road in North Kingstown in an existing development/plaza. Director Lewis illustrated the exact location of the proposed station and parking garage as well as the proposed access using a site map, which he explained would be adjacent to the northeast corridor and indicated that the Department will be building a spur track where the trains would come off the main line, stop at the station and then reverse

direction heading north once again. Director Lewis illustrated the schematic of the site and indicated that Edward Cochran, outside counsel to the Department of Transportation who has been working on this component of the South County Commuter Rail for a number of years and also has been working closely with the Director Sasse and Attorney Michael D. Mitchell of the Department of Administration to bring closure to this project. Director Lewis informed the Committee that the Department has gone out to a public bid for a request for qualifications for a design build firm, with the approval from the Department of Administration, to use the design build contracting method on this project. The Department received eleven (11) responses from firms, five of which are Rhode Island firms and four (4) from Massachusetts and two (2) from Connecticut, but the Department obviously cannot move the proposal forward until they obtain the rights to the land. Mr. Kalunian presented some color coded maps for the Committee's review, which were previously submitted to the Committee at the September 15, 2009 presentation. Mr. Kalunian reiterated that this project has been in the making for approximately fifteen (15) years, and stated that fact was an important part of the presentation he made back in September, 2009. Mr. Kalunian indicated that the on again off again negotiations for the actual acquisition of the land, the easements or what was going to actually evolve to be the final design of this project was somewhat up in the air until the Department was able to come to an agreement regarding value. This was achieved after several appraisals were submitted to the Department. Mr. Kalunian stated that the developer

was solely responsible for the cost of said appraisals. The Department asked the developer to submit his own proposal; the parties agreed to an administrative settlement and determined a value of 3.2 million dollars, which was approved by the State Properties Committee on September 15, 2009. Mr. Kalunian explained at that time, there were a couple of factors that needed to be addressed, mainly the preferred design was to utilize the existing access through the development, which he explained is the area shown in red on maps and use of a developable parcel within the shopping center. There were some concerns regarding the use of eminent domain or condemnation so the parties were able to reach an agreement with the property owner as to the purchase price, which was actually less than what it would have cost, based upon the Department's analysis. Mr. Kalunian explained that had the Department condemned a portion of the property and then had to construct its own access point, not only would the Department have obtained a less desirable project with limited access and additional issues to resolve, but it would have cost more. Illustrating the location of the proposed access, Director Lewis stated that from an operational perspective this access, which is signalized, is the preferable access point for the overall development. Director Lewis illustrated the location of a second access point, which is much closer to the railroad bridge and the site distance is limited so the Department wants the proposed access to be restricted to right turns in and right turns out. Left turns would only be permitted at a signalized intersection, which will benefit both safety and operation of Ten Rod Road. Director Lewis indicated that

it obviously in the best interest of the Department and the project to utilize the preexisting signalized access point. Director Lewis stated that there will be some modifications made to allow for the additional traffic flow, but from an operational safety prospective the subject access is much more preferable to another major access point made independent of the background development. Again, Director Lewis illustrated the locations of the access points for the Committee using the map. Mr. Kalunian stated that in view of the savings to the Department and the fact that an amicable settlement was reached between the parties, as opposed to having to condemn, the Federal Transit Authority accepted the purchase price, which was approved by the Committee on September 15, 2009. Mr. Kalunian stated that the primary outstanding issue was whether the Department had a development agreement in place with the land owner. Mr. Kalunian noted that he was under the impression that the development agreement was much further along at that time than it actually was. However, now, ninety (90) days later, Mr. Kalunian stated that the Department is at the point where the easement documents have been developed and the development agreement is in its final stages. Therefore, the Department is seeking the State Properties Committee's approve to attempt to close on the property before the end of 2009. Mr. Kalunian noted that since the last presentation, some minor changes have been made. The State is now acquiring a parcel of land just short of 1,100 square feet located along the railroad corridor. The transit easement has been expanded and there are a couple of minor adjustments to the square footage, all of which

benefit the State of Rhode Island. Mr. Kalunian stated that the purchase price remains the same. Mr. Woolley stated for the record that it is his understanding that neither Mr. Pagliarini nor Mr. Kay received a copy of the Commuter Rail Station Development Agreement prior to the meeting and have not had an opportunity to review it. It is also Mr. Woolley's understanding that the Commuter Rail Station Development Agreement is the key document in this entire transaction. Director Lewis agreed that it is certainly one of the key documents in this transaction. Director Lewis stated that the agreement with the land-owner and the settlement of the price of the easements were part and parcel of coming to an agreement with the land-owner. Additionally, the condition that the Department would be in partnership with the land owner regarding the development of Commuter Rail Station and the parking garage is the basis of the agreement. Director Lewis stated that if there were no agreement, the Department would be in a position of having to condemn the property and creating a potentially antagonistic atmosphere, which the Department does not believe would be in the best interest of the State of Rhode Island. The Department thinks the State is better served by the location and by the partnership with the land-owner and developer to ensure a quality development, to take advantage of the existing access points, which have already been developed and enter into a long term agreement with the property owner to operate and maintain the facility once it is built. Director Lewis stated that the Department views the Agreement as an important element. The Department has been in discussions with the land-owner and worked

very closely with Attorney Mitchell with the Department of Administration's Legal Department and Director Sasse to ensure that the Agreement meets the requirements of the Department of Administration in order to protect the best interest of the State of Rhode Island. Mr. Woolley stated that it has been his experience during his tenure serving on the State Properties Committee that when there is a sole source conveyance of property and there is going to be a waiver of the request for proposal process, then the Director of Administration is required to submit a letter explaining why the request for proposals process is being waived as well as granting his, approval in writing for said waiver. Mr. Woolley stated that the subject Development Agreement not only provides for the waiver of the request for proposals process, but stipulates that the developer is going to operate the garage and receive one hundred (100) parking spaces free of charge at a prime location within the garage where it ties into a sky-bridge used as an entrance to the development. Director Lewis stated that this is the type of development that the FTA encourages, which is combining public use and private use in terms of a transportation oriented development. The Department has been working very closely with FTA, which is providing the funding for this project, based upon that combination of uses. Director Lewis noted that the one hundred (100) free parking spaces is simply one of the conditions of the Agreement. Said condition was negotiated with the FTA and it supports the same. The Department sees this Agreement as a benefit to the State of Rhode Island; that this facility being part and parcel of an existing

development with proposed expansion is in the State's interest in terms of access to the parking garage. Many studies over many years have identified this site as the most desirable location for the train station from a trip generation prospective as well as being consistent with Statewide Planning and with the community's plans and approvals. Director Lewis stated whether or not the Department enters into an Agreement with the property owner, will not influence its opinion that this site is the best location for the project. However, not entering into an agreement with the property owner would mean that the State would have to condemn the land and provide an alternate access. The Department believes along with the FTA that in terms of the overall operation of this station and garage, it will ultimately be more successful because of the combining of public use and private development. This Agreement is not inconsistent with FTA's plan and direction and the Department certainly supports the same. Mr. Woolley asked why the developer has to be responsible for the operation of the garage and not an unrelated separate entity. Mr. Kalunian stated the underlying concern all along, has been the property owner's insistence that he does not want a State agency or a State vendor managing that property. Therefore, if the Department were to condemn this property, it would then be faced with a potential lawsuit for severance damages suffered by the property owner on the remaining portion of the development. Mr. Kalunian indicated that the property owner flies in from Arizona once a month just to ensure that the sidewalks are being swept. The property owner wants to make sure that the train station and parking

garage not have an adverse affect on his development. This is the Department's primary concern regarding imminent domain. Mr. Kalunian explained that the Department may have been able to proceed with eminent domain and obtained the less desirable access.

However, if the Department were to attempt to condemn access through the land owner's development and use his drainage detention, there was a real potential for the property owner to file a petition in Superior Court seeking additional monies including damages to the entire development; therefore, the Department minimized that risk via the Development Agreement. Mr. Kalunian also clarified that the sole source that is being discussed is not relative to the real estate acquisition as much as it is to the operation and construction of the garage. Director Lewis explained that the overall structure of this development is that the actual design and construction of the facilities, the parking garage and station platform are bid and managed by the Rhode Island Department of Transportation. Once the parking structure is built, the operator contract will be put out to bid in accordance with the State of Rhode Island Procurement Regulations via a competitive bid in terms of the operator of the parking garage. The Agreement between the Department of Transportation and the developer provides for the management of the operator, which will be consistent with the management of the rest of the site. Mr. Woolley asked how the Department arrived at the \$15, 000, per month, fee for the operation of parking garage. Mr. Bricault explained that the Department conducted a very careful analysis of the cost of similarly situated

parking garages. The Department commissioned and worked together with Desmond Associates evaluating the costs of similar projects. The \$15,000 is the developer's per month compensation for his management, maintenance and upkeep of the site and includes a waiver of the common area maintenance charges. Mr. Bricault explained that said common area maintenance charges are a standard fee assessed for the maintenance of the access easements, which in this instance are common to Walmart located at the rear of the site, Staples and other retail stores. Mr. Bricault reiterated that the developer has agreed to waive said costs and they will be absorbed into the \$15,000 per month management fee. The evaluation conducted illustrated that this arrangement is a considerably less expensive means of operating this garage when compared to the expense of operating other similar parking garages. Director Lewis indicated that if the Department chose to condemn the land, and put out a bid for the operator of the parking garage, the Department would still have to manage that facility and he does not believe that management and maintenance of these facilities is what state government does best. The Department wants this to be an extremely successful facility and wants the upkeep of the facility to be exemplary. The Department believes that the developer is in the best position to ensure that standard of maintenance due to the mutual interest involved in this project. The Department's logic behind agreeing to this arrangement is that this developer, in particular, wants to ensure that the parking garage and train station is not, in anyway, a detriment to his development; likewise, the

Department benefits from the developer assuming the responsibility of maintaining the site. As previously stated, the developer has extremely high standards concerning the condition and appearance of the site. Mr. Woolley asked whether it is more likely than not that this Wickford Train Station project will enhance the value of the existing development. Director Lewis stated that the enhancement of the developer's property is absolutely a factor in terms of the Development Agreement. Mr. Woolley said it seems to him that there are no negative factors for the property-owner as there is presently all this raw land and now the State is going to come in and build and pay for a commuter garage. Mr. Woolley stated that it appears this Agreement is loaded in favor of the developer with very little benefit being realized by the State of Rhode Island. Mr. Bricault indicated that he could not disagree more with Mr. Woolley's opinion. He stated that the Development Agreement is a fair and equitable Agreement negotiated by the parties with each party receiving something of value. The purchase price of the property is based upon fair market value and the funds are coming from the Federal Transit Administration. Mr. Bricault stated that said appraisals have been reviewed and approved by the Federal Transit Administration. The Department is obtaining a cooperative partner, who ensures the high quality construction of the facility up front, and high quality maintenance of the facility in the long term. One of the things that public entities do not do well is maintain buildings. It is tremendously important to the developer that the facility be well maintained as failure to do so will have a direct adverse impact on the

value of his property. If the State were to attempt to maintain the facility and did so poorly, it would most certainly have a detrimental affect on the value of developer's property. The developer has a long standing record of fastidiously maintaining this property. Mr. Bricault stated that property-owner sees to it that the sidewalks of this development are swept daily and the remaining property is kept in pristine condition. The Department reaps the benefit of the property owner's high standards with respect to the operation of the parking garage. The State of Rhode Island can be very confident that the established partnership will result in a high quality facility that will be well maintained and operated, which will benefit not only the State but the commuters who utilize this facility. Mr. Bricault noted that the alternative is that the Department of Transportation is left on its own to figure out how to operate and maintain the facility as well as finding the manpower to do so. Director Lewis stated that this is the beginning of what the Department believes is going to be the area of transportation growth for the State of Rhode Island. The future growth of transportation will not be related to our highways. The State will not be increasing the capacity of its highways nor is that the direction the country is going in. Director Lewis stated that the State of Rhode Island needs to be taking advantage of that existing piece of infrastructure, which is the northeast corridor, and expand on the opportunities offered by the commuter rail. Director Lewis indicated that the Department had a meeting earlier in the fall regarding the potential expansion of the commuter rail to provide access to the northern portion of the State. As previously mentioned,

phase II of commuter rail project would provide for the expansion of the commuter rail as far south as the Town of Westerly as well as extending Connecticut's service as far north as T. F. Green Airport. Director Lewis indicated that those are the types of transportation developments of the future. Director Lewis strongly believes that success will build on success; therefore the success of Phase I of the Commuter Rail expansion is tremendously important. Director Lewis also believes there will be future opportunities for further success whether in the form of a station at the Quonset Development area or perhaps a station at the University of Rhode Island. Director Lewis also commented that he believes public/private partnerships will be more prevalent in the future; they already are in other states throughout the country and Director Lewis believes they can be successful here in the State of Rhode Island. Director Lewis stated that he certainly supports Mr. Cochran's view that the Agreement is a win/win situation. Director Lewis also believes that it is in the public's best interest to have a very high quality and well maintained facility and he agrees that by marrying it to an existing private development and thereby marrying its interest is in the State's interest as well. Chairman Flynn stated that it is obvious that the nature of the facility is such that there are not unlimited options regarding the location of the station. It obviously must be along the corridor and be relatively close to a highway interchange, which does not leave unlimited options which meet said criteria. Mr. Pagliarini stated that each member of the Committee has a role and Mr. Kay and he are charged with the responsibility of protecting the best interest

of the public. Mr. Pagliarini indicated that as such, he feels that he is at a detriment and offended that he has not so much as seen the Development Agreement, let alone been given an opportunity to review said Agreement, which as noted, is an vital part of these negotiations. Mr. Pagliarini indicated that as previously stated, the State may not manage and maintain properties properly; however, during his tenure on the State Properties Committee he does not believe the State makes for an effective negotiator either. Mr. Pagliarini stated that one of the functions of the Committee is to provide input and quite simply he is prevented from providing input without receipt of the necessary documentation. Mr. Pagliarini indicated that he resides very near the location of this project and he would most certainly utilize the station and commuter rail. He stated that he has not witnessed the construction of any building within the last five yeas at this high quality development. Mr. Pagliarini believes the developer's actual mindset is that the State is going to be the "golden goose" that will save and enhance his development. Therefore, Mr. Pagliarini does not agree with the Department's decision that each of the parties is enhancing the other's interest, but it is quite clear that the State is enhancing the property owner's existing development. Mr. Pagliarini noted that without the benefit of the reviewing the Agreement, he is unable to make a determination as to whether a sole source sale of the subject property is in the best interest of the public. Chairman Flynn explained to Mr. Pagliarini that the Department of Administration had many of those same concerns and questions, and although this request is before the Committee at

the last meeting of 2009, it would be unfair to categorize it as an eleventh hour request. Attorney Michael Mitchell has worked very closely with the parties and Director Sasse over a period of several months amending and improving this Agreement to a point that both he and Director Sasse are comfortable moving forward. Chairman Flynn noted that he is not suggesting that Mr. Pagliarini substitute anyone else's judgment for his own; however, he did want to clarify that this is not a last minute request. Mr. Pagliarini indicated that he is not insinuating that this item was included on the agenda as a last minute request; he is letting it be known that he was not provided with a document that by Director Lewis' own admission is a key document relating to this transaction. Chairman Flynn asked Director Lewis what consequences, if any, would arise as a result of tabling this item to the January 5, 2010. Director Lewis asked whether the Committee would consider, depending on its availability, scheduling a special meeting sometime during the last week of December 2009. The Committee indicated it has no objection to scheduling a special meeting during the last week of December 2009. A motion was made to table this matter to a special meeting of the State Properties Committee to be scheduled during the last week of December 2009.

Passed Unanimously

ITEM G – Water Resources Board – A request was made to withdraw consideration of two (2) residential Lease Agreements for the following properties located in the Big River Management Area:

1. 319 Hopkins Hill Road in the Town of West Greenwich; Plot #13; and

2. 74 Division Road in the Town of West Greenwich; Plot #349.

By way of background, Mr. Burke explained that on September 29, 2009, he presented the Lease Agreements for the Big River Management Area (the “BRMA”); residential properties and commercial properties. Mr. Burke indicated that not all of the tenants were properly noticed; however, the tenants residing in the two properties before the Committee today were properly noticed. The Board requested permission to return to the State Properties Committee on October 7, 2009. Said request was granted and on October 7, 2009, the Board and Committee had a general discussion regarding the entire Board’s management of the BRMA. The Board indicated that it would consider its management of the BRMA and contemplate some more effective options for the full management of the properties in the BRMA. Subsequent to that meeting, Mr. Burke discussed these issues with the State Capital Review Committee and the Board on several occasions; unfortunately, simultaneous to said discussions, a tenant at the 319 Hopkins Hill Road property illegally moved into the property. Mr. Burke indicated that he has conferred with legal counsel at the Department of Administration and it has been determined that the Lease Agreement for this property be withdrawn from consideration to assist in the eviction of this unlawful tenant. Chairman Flynn clarified that the tenant moved into the property without a lease agreement and without approval from either the Water Resources Board or the State Properties Committee. Mr.

Pagliarini asked if this tenant previously rented the subject property. Mr. Burke indicated that the tenant never rented this or any other property within the BRMA. The subject property was vacant and had been under consideration for some minor repairs to make habitable. Mr. Pagliarini asked if this individual had any school age children attending the West Greenwich School System for which the State is required to pay. Mr. Burke indicated that there are no school aged children from this property attending the West Greenwich School System. A motion to approve the Board's request to withdraw consideration of the Lease Agreement for the property located at 319 Hopkins Hill Road in the Town of West Greenwich; Plot #13 was made by Mr. Pagliarini and seconded by Mr. Griffith.

Passed Unanimously

Mr. Burke explained that the Division Road property does not have a structure on it; it is a land lease. There is a trailer on the land and the tenant of said trailer has had significant difficulties regarding the septic system. The Board has been working with the tenant for several months to see to it that the septic system is replaced as of right now that has not been accomplished. An inspection by the a member of the Board's staff revealed that there is no septic system save an open trench. In view of the tenant's refusal to replace the septic system, Mr. Burke has been working with Mr. Mitchell to effectuate the eviction of this tenant. The Board realizes a total of \$184.00, per month, for this land lease and the tenant is currently one month in arrears of the rental payments. For the above stated reasons, Mr. Burke asked that the State Properties Committee

approve the Board's request to withdraw this Lease Agreement from consideration. It is Mr. Pagliarini's understanding that no approval was obtained for the trench or for the doublewide trailer on the property from the Town of West Greenwich. Mr. Burke indicated he was unsure whether such violations existed, but would not be surprised to learn they did. Mr. Pagliarini indicated that the Town of West Greenwich is not pleased with the condition of this property and fully supports the eviction of the tenant. Mr. Pagliarini noted that there are four children residing on this property. Mr. Burke indicated that there are children residing on the premises. A motion to approve the Board request to withdraw consideration of the Lease Agreement for the property located at 74 Division Road in the Town of West Greenwich; Plot #349 was made by Mr. Pagliarini and seconded by Mr. Griffith.

Passed Unanimously

ITEM H – Water Resources Board – A request was made for final approval of a Warranty Deed by and between Mae L. Kaven and Miriam L. Eldrige and the Rhode Island Water Resources Board for the acquisition of 21.2 acres of land located at 52 Heaton Orchard Road in the Town of Richmond. Mr. Burke stated that the Board has previously appeared before the Committee with regard to this property on several occasions most recently on October 13, 2009. At that time, the Committee granted final approval for the Board to acquire this property for a purchase price of \$479,528.67. Mr. Burke noted that the Board is now before the Committee seeking its

approval of and signatures on the Warranty Deed for said acquisition.

Ms. Kay explained that the Department of Environmental Management acts as a contractor on behalf of the Water Resources Board relative to its program to purchase well head protection properties. Ms. Kay noted that the only unique aspect of this Warranty Deed is that the Town of Richmond is required to hold a conservation easement over the subject property as the result of the subdivision approval to ensure that that the property could not be resold and redeveloped for any other use. The Warranty Deed contains language stipulating that the Town of Richmond hold a Conservation Easement, which can be enforced by the Town so the property can be developed for well head protection, but not for any other purpose. A motion was made to approve by Mr. Pagliarini and seconded by Mr. Griffith.

Passed Unanimously

ITEM I – Department of Transportation – A request was made for approval of and signatures on a Sign License Agreement by and between the Department of Transportation and Tire Pros of Rhode Island, Incorporated (Tire Pros) for the use of 200 square feet of State-owned land located at 390 George Washington Highway in the Town of Smithfield. Mr. Coppotelli explained that the Tire Pros would like to enter into a License Agreement for the use of 200 square feet± of State-owned property for the purpose of maintaining its existing business sign. The License Agreement is for a term of five (5) years. The fee is \$600.00 per year and at the end of the third year the fee will be re-evaluated. A motion was made to approve by Mr. Griffith and

seconded by Mr. Kay.

Passed Unanimously

ITEM J – Department of Transportation – A request was made for approval of and signatures on a Site License Agreement by and between T-Mobile USA Inc. d/b/a T Mobile Northeast LLC and Metro PCS Massachusetts, LLC to allow Metro PCS Massachusetts, LLC to co-locate at Site 4FR-4003-F Kenyon Hill, Interstate 95NB @ Old Switch Road in the Town of Richmond. Mr. Jackson presented a site map illustrating the location of the of the subject property. Mr. Jackson also illustrated the location of other communication towers and noted the entities that owned them.

The State will realize revenue in the amount of \$8,100.00 per year from this Site

License Agreement. A motion to approve was made by Mr. Pagliarini and seconded by Mr. Griffith.

Passed Unanimously

ITEM K – Department of Transportation – A request was made for approval of and signatures on an extension to the Letter of Authorization dated January 21, 2009, to allow Woodard & Curran, Inc. continued access to property located at Quonset Business Park in the Town of North Kingstown for purposes of performing Remediation Bench Scale and Pilot Studies. Mr. Jackson indicated that this is for the ongoing remediation at Quonset Point. During a conversation with Woodward & Curran, Inc., it indicated that

two (2) particular portions of the site needs further remediation. Woodard & Curran anticipates that this additional remediation will take approximately one (1) year to complete. Therefore, the Department is seeking approval of a one (1) year extension of the Letter of Authorization. A motion to approve was by Mr. Pagliarini and seconded by Mr. Kay.

Passed Unanimously ITEM L – Department of Transportation –
A request for approval of and signatures on an Easement Agreement over two (2) parcels of land located at the east and west side of the Fox Point Hurricane Barrier by and between the Department of Transportation and the United States Army Corps of Engineers. Item L was deferred to a future meeting of the State Property Committee at the request of the Department of Transportation.

ITEM M – Department of Transportation – A request was made for approval of and signatures on a Permanent Drainage Easement Agreement by and between Rhode Island CVS Pharmacy, LLC (“CVS”) and the Department of Transportation over 2,359 square feet of land located at Route 3 (Tiogue Avenue) at Sandy Bottom Road in the Town of Coventry for the purpose of perpetual maintenance of an existing drainage facility. Ms. Kerr explained that the subject easement is connected to an easement located within the Department’s right-of-way, which the Department granted to CVS, to manage storm water runoff on December 9, 2009. In turn, CVS is granting the Department a permanent drainage easement for maintenance of existing pipe in conjunction with the physical alteration permit for the redevelopment of the site. A motion was

made to approve by Mr. Griffith and seconded by Mr. Kay.

Passed Unanimously

ITEM E2 – Department of Transportation – A request for approval of and signatures on five (5) Temporary Easement Agreements and for approval to acquire two (2) temporary easements by virtue of Condemnation Plat 2732 in conjunction with the I-195 Improvement Project (Contract 13-Highway Demolition). Ms. Kerr explained that on November 10, 2009, the Committee approved the Department's request to acquire temporary easement agreements for the demolition of the old I-195. The Department was able to secure three (3) of the five (5) easements by agreement. However and the Department is now requesting approval to acquire the two (2) remaining easements by virtue of Condemnation Plat 2732, as well as obtain signatures on the easement agreements the Department was able to secure. The amounts remain the same as previously approved. There have been no changes in the temporary easement area or the value of the same. A motion was made to approve by Mr. Pagliarini and seconded by Mr. Kay.

Passed Unanimously

There being no further business to come before the State Properties Committee, the meeting was adjourned at 11:30 a.m. A motion was made to adjourn by Mr. Pagliarini and seconded by Ms. Allaire-Johnson.

Passed Unanimously

Holly H. Rhodes, Executive Secretary